



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

September 1, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MICHAEL BACU  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4522

SUBJECT: **AWARD NOTICE, Addendum 1**  
**CONTRACT NO. GSS12646-LAB EQUIP**  
**Laboratory Equipment and Supplies (K12)**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code and Section 30(b) of Epilogue for HB 190** . Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. This contract shall also be considered mandatory use for all School Districts. Delaware State University, Delaware Technical and Community College, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection. All Covered Agencies are directed to this state-wide contract where product availability may be more favorable than availability through statewide contracts with a similar scope of work.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a one (1) year period from September 1, 2012 through August 31, 2013. Each contract may be renewed for four (4) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract is extended 30 days, through Sept 30, 2013. All terms and conditions remain the same.**

### **3. VENDORS:**

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<b>Fisher Science Education</b>  GSS12646-LAB_EQUIPV01 FSF ID# 0000018807  4500 Turnberry Drive Hanover PK, IL 60133  Bill Lutz Sales Representative Phone: 410-905-1865 Fax: 717-668-8829 <a href="mailto:bill.lutz@thermofisher.com">bill.lutz@thermofisher.com</a> <a href="http://www.fisheredu.com">www.fisheredu.com</a>	<b>VWR Education, LLC Science Kit &amp; Boreal Laboratories</b>  GSS12646-LAB_EQUIPV02 FSF ID# 0000121032  777 East Park Drive Tonawanda, New York 14150  Mike Regan Science Kit Bid & Contract Manager Phone: 800-828-7777 Fax: 800-829-3299 <a href="mailto:bids@sciencekit.com">bids@sciencekit.com</a> <a href="http://www.sciencekit.com">www.sciencekit.com</a>
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### **4. SHIPPING TERMS:**

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F.O.B. destination; freight pre-paid.

**5. DELIVERY AND PICKUP:**

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The Contractor shall notify the using agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. Contractor shall deliver to all areas of the State and furnish catalogs and price list upon request by the using agencies.

Unless otherwise specified, all products offered by Contractor must be new. A "new" product is one for which the Purchaser will be the first user after the product is manufactured or produced. This clause shall not be construed to prohibit contractors from offering products with recycled content, provided the product itself is new.

**6. PRICING:**

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Prices will remain firm for the term of the initial contract year.

Awarded pricing can be found in Excel document – Pricing Spreadsheet

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. REQUIREMENTS:**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Laboratory Equipment and Supplies as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

#### **16. RETURNS:**

Any item(s) delivered in poor condition, in excess of the amount authorized by the PO or not included on the PO may, at the discretion of the Agency, be returned to the Contractor's warehouse at the Contractor's expense within fifteen (15) calendar days. Credit for returned good shall be made immediately once contractor receives returned goods. Over-shipments may be accepted at the contract user discretion. Return authorizations will be provided by the Contractor within fourteen (14) calendar days of verbal notification. If Agency orders wrong item, the return will be at the Agency's expense. Contractor shall work with the Agencies to ensure ordering of proper item(s).

#### **17. TEST SAMPLES:**

When requested contractors will be required to supply sample products in sufficient quantities for testing purposes at no charge to the Agencies or School Districts. Samples shall be provided within two (2) days of request by Agency.

#### **18. PRODUCT AVAILABILITY:**

The Contractor must agree that there will be no cancellation of products on the contract without an equal and acceptable replacement approved by the State Contract Procurement Officer during the term of the contract. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days of notification from the manufacturer and forward a copy of the manufacturer's notice. In such instances, the Contractor shall work with the contract officer to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. The Contractor will be prepared to offer written detailed quarterly reports, is requested by the State of Delaware, displaying removed SKU's off of contract list and suggested replacements in either hard or

electronic form, whichever is specified by the State. The contractor shall offer suggested replacement of discontinued products at least thirty (30) days prior to substitution, including replacement part number, description, list price, applicable discount, final price and sample, if requested.

#### **19. PRICING DISCOUNT SCHEDULE:**

The Contractor shall provide an offered discount schedule of any or all catalog items. The schedule can be by a common code or general category with the bid submission. The contractor shall make any potential discount visible to every contract user by specific item number at the user's demand. Please provide a verification source to include percentage discount, verifiable by specific item requested. All discounts must be verifiable for a specific item and not solely by category or code. The discount percentage is to be a specific amount, a range is not acceptable. The State shall receive the highest applicable discount available at the time of purchase.